

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:

Docket HWCA: SRPD98/99NCC4006

National Steel and Shipbuilding)  
Company  
Harbor Drive and 28th Street  
San Diego, California  
92186-5278  
CAD009158932

Respondent.

CONSENT AGREEMENT FOR  
CORRECTIVE ACTION

Health and Safety Code  
Sections 25187 and 25200.14

INTRODUCTION

1. The Department of Toxic Substances Control (DTSC) and National Steel and Shipbuilding Company ("NASSCO" or Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.1. Jurisdiction exists pursuant to Health and Safety Code (HSC) sections 25187 and 25200.14 which authorize DTSC to issue an order to require actions when DTSC determines that there is or may be a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

1.2. The parties enter into this Consent Agreement in the spirit of cooperation and for the purpose of carrying out promptly the actions described below. In entering into this Consent Agreement, Respondent does not confirm or agree to any of the findings set forth herein, nor does Respondent confirm or agree that corrective action is appropriate at the facility.

1.3. Respondent is the operator of a hazardous waste facility located at Harbor Drive and 28th Street, San Diego, California (Facility).

1.4. Respondent engages in the management of hazardous waste pursuant to a Conditional Authorization issued by DTSC on September 23, 1993.

1.5. The terms used in this Consent Agreement are as defined in Section 66260.10 of Title 22 of the California Code of Regulations (Cal. Code Regs.), except as otherwise provided.

1.6. Respondent agrees to implement all approved workplans and to undertake all actions required by the terms and conditions of this Consent Agreement, including any portions of this Consent Agreement incorporated by reference. Respondent waives any right to request a hearing on this Consent Agreement pursuant to HSC section 25187.

FINDINGS OF FACT

2.1. On December 16, 1996, Respondent completed a Phase

I Environmental Assessment pursuant to Health and Safety Code 25200.14 (Phase I). Based on a site visit conducted by DTSC on January 7, 1998 and the information contained in the Report in Support of Site Closure, DTSC has determined that hazardous waste is present in the vicinity of the NASSCO Building 6 Sump at the Facility.

2.2. DTSC has determined that further investigation is needed to determine the nature and extent of contamination in the vicinity the NASSCO Building 6 Sump.

2.3. The hazardous waste and hazardous waste constituents of concern at the Facility are tetrachloroethylene (PCE), trichloroethylene (TCE), 1,1-trichloroethane, 1,2-cis dichloroethylene, 1,1-dichloroethane (DCA), 1,2-trans dichloroethylene, and 1,1-dichloroethylene (DCE).

2.4. The Facility is located near the San Diego Bay and is in an industrial area.

#### PROJECT COORDINATOR

3. Within fourteen (14) days of the effective date of this Consent Agreement, DTSC and Respondent shall each designate a Project Coordinator and shall notify each other in writing of the Project Coordinator selected. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Agreement and for designating a person to act in his/her absence. All communications between Respondent and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Consent Agreement shall be directed through the Project Coordinators. Each party may change its Project Coordinator with at least seven (7) days prior written notice.

#### WORK TO BE PERFORMED

4.1. Respondent agrees to perform the work undertaken pursuant to this Consent Agreement in a manner consistent with: the attached Scopes of Work; any DTSC approved Workplans; the HSC and other applicable state and federal laws and their implementing regulations; and applicable DTSC and USEPA guidance documents. Applicable guidance documents include, but are not limited to, the "RCRA Facility Investigation (RFI) Guidance" (Interim Final, May 1989, EPA 530/SW-89-031), "RCRA Groundwater Monitoring Technical Enforcement Guidance Document" (OSWER Directive 9950.1, September 1986), "Test Methods For Evaluating Solid Waste" (SW-846), and "Construction Quality Assurance for Hazardous Waste Land Disposal Facilities" (EPA 530/SW-85-031, July 1986).

4.2. DTSC agrees to review Respondent's submittals required under this Consent Agreement and provide comments to Respondent within 60 days after DTSC receives each of such submittals. However, the above-mentioned 60-day review and comment time period will apply if there is a statutory or regulatory requirement precluding DTSC from acting on or completing the matter within 60 days.

### INTERIM MEASURES (IM)

5.1. Respondent shall evaluate available data and assess the need for interim measures in addition to those specifically required by this Consent Agreement. Interim measures shall be used whenever possible to control or abate immediate threats to human health and/or the environment, and to prevent and/or minimize the spread of contaminants while long-term corrective action alternatives are being evaluated.

5.2. If at any time Respondent identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste constituents, or discovers new solid waste management units not previously identified, Respondent shall notify DTSC Project Coordinator orally within 48 hours of discovery and notify DTSC in writing within 10 days of discovery summarizing the findings, including the immediacy and magnitude of the potential threat to human health and/or the environment. Within 30 days of receiving DTSC's written request, Respondent shall submit to DTSC an IM Workplan for approval. The IM Workplan shall include a schedule for submitting to DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications. If DTSC determines that immediate action is required, DTSC Project Coordinator may orally authorize the Respondent to act prior to DTSC's receipt of the IM Workplan.

5.3. If DTSC identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste constituents, or discovers new areas of concern not previously identified, DTSC will notify Respondent in writing. Within 30 days of receiving DTSC's written notification, Respondent shall submit to DTSC for approval an IM Workplan that identifies Interim Measures that will mitigate the threat. The IM Workplan shall include a schedule for submitting to DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications. If DTSC determines that immediate action is required, DTSC Project Coordinator may orally authorize Respondent to act prior to receipt of the IM Workplan.

5.4. All IM Workplans shall ensure that the Interim Measures are designed to mitigate current or potential threats to human health and/or the environment, and should, to the extent practicable, be consistent with the objectives of, and contribute to the performance of, any remedy which may be required at the Facility.

5.5. Concurrent with the submission of an IM Workplan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with the Scope of Work for a Health and Safety Plan contained in Attachment 1.

5.5. Concurrent with the submission of an IM Workplan, Respondent shall submit for DTSC approval a Community Profile in accordance with Attachment 2. Based on the information provided in the Community Profile, if DTSC determines that there is a high level of community concern about the Facility, DTSC may require Respondent to prepare a Public Participation Plan. DTSC and Respondent shall discuss the need for preparation of a Public

## Participation Plan.

### PHASE II FACILITY INVESTIGATION AND REMOVAL ACTION

6.1. Within 60 days of the effective date of this Consent Agreement, Respondent shall submit to DTSC a Workplan for Phase II Facility Investigation and Removal Action for the NASSCO Building 6 Sump (Workplan). The Workplan is subject to approval by DTSC and shall be developed to the extent applicable and in a manner consistent with the Scope of Work for a Facility Investigation contained in Attachment 3 and any other applicable DTSC and USEPA guidance documents. DTSC will review the Workplan and notify Respondent in writing of DTSC's approval or disapproval.

6.2. The Workplan shall (1) gather data needed to make decisions on interim measures/ stabilization during the early phases of the Facility Investigation; (2) identify and characterize all sources of contamination; (3) detail the methodology to define the nature, degree and extent of contamination; (4) define the rate of movement and direction of contamination flow; (5) characterize the potential pathways of contaminant migration; (6) identify actual or potential human and/or ecological receptors; (7) detail the methodology to support the efficacy of the removal action proposed by Respondent; and (8) support development of alternatives from which a corrective measure, if necessary, will be selected by DTSC. A specific schedule for implementation of all activities shall be included in the Workplan.

6.3. Respondent shall submit an Implementation Report to DTSC for approval in accordance with DTSC-approved Workplan schedule. The Implementation Report shall be developed to the extent applicable and in a manner consistent with the Scope of Work for a Facility Investigation contained in Attachment #4 and any other applicable DTSC and USEPA guidance documents. DTSC will review the Implementation Report and notify Respondent in writing of DTSC's approval or disapproval.

6.4. Concurrent with the submission of the Workplan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with Attachment 1. If a workplan for an IM is required by this Consent Agreement as well, Respondent may submit a single Health and Safety Plan that addresses the combined IM and Workplan activities.

6.5. Respondent shall submit a Summary Fact Sheet to DTSC that summarizes the activities covered by the approved Workplan. The Summary Fact Sheet shall be submitted to DTSC in accordance with the schedule contained in the approved Workplan. DTSC will review the Summary Fact Sheet and notify Respondent in writing of DTSC's approval or disapproval, including any comments and/or modifications. When DTSC approves the Summary Fact Sheet, DTSC and Respondent will meet and discuss whether the approved Summary Fact Sheet should be mailed to the persons on the mailing list established pursuant to Title 22 Cal. Code Regs. section 66271.9(c)(1)(D) and, if so, the extent of any such mailing, within 15 calendar days of receipt of written approval.

6.6. Concurrent with the submission of the Workplan, Respondent shall submit for DTSC approval a Community Profile in accordance with Attachment 2. Based on the information provided in the Community Profile and any Supplement to the Community Profile, if DTSC determines that there is a high level of community concern about the Facility, Respondent shall prepare a Public Participation Plan. DTSC and Respondent shall discuss the need for preparation of a Public Participation Plan.

#### FURTHER INVESTIGATION AND/OR CORRECTIVE MEASURES STUDY

7. If it becomes necessary to perform any subsequent phase of work, DTSC and Respondent will negotiate another consent agreement to address the additional work. If another consent agreement is not reached within sixty (60) days, DTSC reserves its right to issue an order or take any other action provided for by law. DTSC's costs incurred in negotiating the subsequent consent agreement are considered costs incurred pursuant to this Consent Agreement and are payable under this Consent Agreement.

#### CALIFORNIA ENVIRONMENTAL QUALITY ACT

8. DTSC must comply with the California Environmental Quality Act (CEQA) insofar as activities required by this Consent Agreement are projects subject to CEQA. Respondent shall provide all information necessary to facilitate any CEQA analysis. DTSC will make an initial determination regarding the applicability of CEQA. If the activities are not exempt from CEQA, DTSC will conduct an Initial Study. Based on the results of the Initial Study, DTSC will determine if a Negative Declaration or an Environmental Impact Report (EIR) should be prepared. DTSC will prepare and process any such Negative Declaration. However, should DTSC determine that an EIR is necessary, such an EIR would be prepared under a separate agreement between DTSC and Respondent.

#### DTSC APPROVAL

9.1. Respondent shall revise any workplan, report, specification, or schedule in accordance with DTSC's written comments. Respondent shall submit to DTSC any revised documents by the due date specified by DTSC. Revised submittals are subject to DTSC's approval or disapproval.

9.2. Upon receipt of DTSC's written approval, Respondent shall commence work and implement any approved workplan in accordance with the schedule and provisions contained therein.

9.3. Any DTSC approved workplan, report, specification, or schedule required under this Consent Agreement shall be deemed incorporated into this Consent Agreement.

9.4. Oral advice, suggestions, or comments given by DTSC representatives will not constitute an official approval or decision.

### SUBMITTALS

10.1. Beginning with the first full month following the effective date of this Consent Agreement, Respondent shall provide DTSC with quarterly progress reports of corrective action activities conducted pursuant to this Consent Agreement. Progress reports are due on the first day of the month when reports are due. The progress reports shall conform to the Scope of Work for Progress Reports contained in Attachment 4, to the extent applicable. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

10.2. Any report or other document submitted by Respondent pursuant to this Consent Agreement shall be signed and certified by the project coordinator, a responsible corporate officer, or a duly authorized representative.

10.3. The certification required by paragraph 10.2 above, shall be in the following form:

I certify that the information contained in or accompanying this submittal is true, accurate, and complete. As to those portions of this submittal for which I cannot personally verify the accuracy, I certify that this submittal and all attachments were prepared at my direction in accordance with procedures designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

10.4. Respondent shall provide two copies of all documents, including but not limited to, workplans, reports, and correspondence of fifteen (15) pages or longer. Submittals specifically exempted from this copy requirement are all progress reports and correspondence of less than 15 pages, of which one copy is required.

10.5. Unless otherwise specified, all reports, correspondence, approvals, disapprovals, notices, or other submissions relating to this Consent Agreement shall be in writing and shall be sent to the current Project Coordinators.

### PROPOSED CONTRACTOR/CONSULTANT

11. All work performed pursuant to this Consent Agreement shall be under the direction and supervision of a professional engineer or registered geologist, registered in California, with expertise in hazardous waste site cleanup. Respondent's contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities.

Within fourteen (14) days of the effective date of this Consent Agreement, Respondent shall notify DTSC Project Coordinator in writing of the name, title, and qualifications of the professional engineer or registered geologist and of any contractors or consultants and their personnel to be used in carrying out the terms of this Consent Agreement. DTSC may disapprove of Respondent's contractor and/or consultant, but DTSC's approval shall not be unreasonably withheld.

#### ADDITIONAL WORK

12. DTSC may determine or Respondent may propose that certain tasks, including investigatory work, engineering evaluation, or procedure/methodology modifications are necessary in addition to, or in lieu of, the tasks and deliverables included in any part of DTSC-approved workplans. DTSC shall request in writing that Respondent perform the additional work and shall specify the basis and reasons for DTSC's determination that the additional work is necessary. Within fourteen (14) days after the receipt of such determination, Respondent may confer with DTSC to discuss the additional work DTSC has requested. If required by DTSC, Respondent shall submit a workplan to DTSC for the additional work. Such workplan shall be submitted to DTSC within thirty (30) days of receipt of DTSC's determination or according to an alternate schedule established by DTSC. Upon approval of a workplan, Respondent shall implement it in accordance with the provisions and schedule contained therein. The need for, and disputes concerning, additional work are subject to the dispute resolution procedures specified in this Consent Agreement. Respondent reserves its right to challenge in any administrative or judicial proceeding the need for any additional work proposed by DTSC or any other matter pertaining to such additional work.

#### QUALITY ASSURANCE

13.1. All sampling and analyses performed by Respondent under this Consent Agreement shall follow applicable DTSC and USEPA guidance for sampling and analysis. Workplans shall contain quality assurance/quality control and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved workplans must be approved by DTSC prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report.

13.2. The names, addresses, and telephone numbers of the California State certified analytical laboratories Respondent proposes to use must be specified in the applicable workplans.

#### SAMPLING AND DATA/DOCUMENT AVAILABILITY

14.1. Respondent shall submit to DTSC upon request the results of all sampling and/or tests or other data generated by its employees, agents, consultants, or contractors pursuant to

this Consent Agreement.

14.2. Respondent shall notify DTSC in writing at least seven (7) days prior to beginning each separate phase of field work approved under any workplan required by this Consent Agreement. If Respondent believes it must commence emergency field activities without delay, Respondent may seek emergency telephone authorization from DTSC Project Coordinator or, if the Project Coordinator is unavailable, his/her Branch Chief, to commence such activities immediately.

14.3. At the request of DTSC, Respondent shall provide or allow DTSC or its authorized representative to take split or duplicate samples of all samples collected by Respondent pursuant to this Consent Agreement. Similarly, at the request of Respondent, DTSC shall allow Respondent or its authorized representative to take split or duplicate samples of all samples collected by DTSC under this Consent Agreement.

#### ACCESS

15. Subject to the Facility's security and safety procedures, Respondent agrees to provide DTSC and its representatives access at all reasonable times to the Facility and any other property to which access is required for implementation of this Consent Agreement and shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of Respondent or its contractors or consultants.

#### RECORD PRESERVATION

16.1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six (6) years after its termination, all data, records, and documents that relate in any way to the performance of this Consent Agreement or to hazardous waste management and/or disposal at the Facility. Respondent shall notify DTSC in writing ninety (90) days prior to the destruction of any such records, and shall provide DTSC with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this Consent Agreement and shall be addressed to:

Chief  
State Regulatory Programs Division  
Northern California Branch  
Department of Toxic Substances Control  
10151 Croydon Way, Suite 3  
Sacramento, Ca 95827-2106

16.2. If Respondent retains or employs any agent, consultant, or contractor for the purpose of carrying out the terms of this Consent Agreement, Respondent will require any such



agents, consultants, or contractors to provide Respondent a copy of all documents produced pursuant to this Consent Agreement.

16.3. All documents pertaining to this Consent Agreement shall be stored in a central location at the Facility to afford ease of access by DTSC and its representatives.

#### DISPUTE RESOLUTION

17.1. The parties agree to use their best efforts to resolve all disputes informally. The parties agree that the procedures contained in this section are the sole administrative procedures for resolving disputes arising under this Consent Agreement. If Respondent fails to follow the procedures contained in this section, it shall have waived its right to further consideration of the disputed issue.

17.2. If Respondent disagrees with any written decision by DTSC pursuant to this Consent Agreement, Respondent's Project Coordinator shall orally notify DTSC Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.

17.3. If the Project Coordinators cannot resolve the dispute informally, Respondent may pursue the matter formally by placing its objection in writing. Respondent's written objection must be forwarded to Chief, State Regulatory Programs Division, Northern California Branch, Department of Toxic Substances Control, with a copy to DTSC Project Coordinator. The written objection must be mailed to the Branch Chief within fourteen (14) days of Respondent's receipt of DTSC's written decision. Respondent's written objection must set forth the specific points of the dispute and the basis for Respondent's position.

17.4. DTSC and Respondent shall have fourteen (14) days from DTSC's receipt of Respondent's written objection to resolve the dispute through formal discussions. This period may be extended by DTSC for good cause. During such period, Respondent may meet or confer with DTSC to discuss the dispute.

17.5. After the formal discussion period, DTSC will provide the Respondent with its written decision on the dispute. DTSC's written decision will reflect any agreements reached during the formal discussion period and be signed by Chief, State Regulatory Programs Division, Northern California Branch, Department of Toxic Substances Control, or his/her designee.

17.6. During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work to be performed under this Consent Agreement that are affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute. The existence of a dispute shall not excuse, toll, or suspend any other compliance obligation or deadline required pursuant to this Consent Agreement.

#### RESERVATION OF RIGHTS

18.1. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and

equitable, which may pertain to Respondent's failure to comply with any of the requirements of this Consent Agreement. This Consent Agreement shall not be construed as a covenant not to sue, release, waiver, or limitation on any rights, remedies, powers, or authorities, civil or criminal, that DTSC has under any statutory, regulatory, or common law authority.

18.2. DTSC reserves the right to disapprove of work performed by Respondent pursuant to this Consent Agreement and to request that Respondent perform additional tasks.

18.3. DTSC reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and/or remedial actions it deems necessary to protect human health and/or the environment. DTSC may exercise its authority under any applicable state or federal law or regulation to undertake response actions at any time. DTSC reserves its right to seek reimbursement from Respondent for costs incurred by the State of California with respect to such actions. DTSC will notify Respondent in writing as soon as practicable regarding the decision to perform any work described in this section.

18.4. If DTSC determines that activities in compliance or noncompliance with this Consent Agreement have caused or may cause a release of hazardous waste and/or hazardous waste constituents, or a threat to human health and/or the environment, or that Respondent is not capable of undertaking any of the work required, DTSC may order Respondent to stop further implementation of this Consent Agreement for such period of time as DTSC determines may be needed to abate any such release or threat and/or to undertake any action which DTSC determines is necessary to abate such release or threat. The deadlines for any actions required of Respondent under this Consent Agreement affected by the order to stop work shall be extended to take into account DTSC's actions.

18.5. This Consent Agreement is not intended to be nor shall it be construed to be a permit. The parties acknowledge and agree that DTSC's approval of any workplan, plan, and/or specification does not constitute a warranty or representation that the workplans, plans, and/or specifications will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Consent Agreement shall not relieve Respondent of its obligations to comply with HSC or any other applicable local, state, or federal law or regulation.

#### OTHER CLAIMS

19. Except as provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from

the Facility.

#### OTHER APPLICABLE LAWS

20. All actions required to be taken pursuant to this Consent Agreement shall be undertaken in accordance with the requirements of all local, state, and federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

#### REIMBURSEMENT OF DTSC'S COSTS

21.1. Respondent shall pay DTSC's costs incurred in the implementation of this Consent Agreement.

21.2. An estimate of DTSC's costs is attached as Exhibit A showing the amount of \$29,589.00. It is understood by the parties that the amount shown on Exhibit A is an estimate only and may differ from the actual costs incurred by DTSC in implementing this Consent Agreement.

21.3. Respondent shall make an advance payment to DTSC in the amount of \$15,000.00 within 30 days of the effective date of this Consent Agreement, without further invoice or request from DTSC. If the advance payment exceeds DTSC's costs, DTSC will refund the balance within 120 days after the execution of the Acknowledgement of Satisfaction pursuant to Section 23 of this Consent Agreement.

21.4. DTSC agrees to accept \$3,000.00 from Respondent to settle DTSC's costs incurred in connection with the Facility prior to the effective date of this Consent Agreement. Within 30 days of the effective date of this Consent Agreement, Respondent shall make payment to DTSC in the amount of \$3,000.00, without further invoice or request from DTSC.

21.5. After the advance payment, DTSC will provide Respondent with a billing statement at least quarterly, which will include the name of the employee, identification of the activity, the amount of time spent on each activity, and the hourly rate charged. If Respondent does not pay an invoice within 60 days, the amount is subject to interest as provided by HSC section 25360.1.

21.6. DTSC will retain all costs records associated with the work performed under this Consent Agreement as required by state law. DTSC will make all documents which support the Department's cost determination available for inspection upon request, as provided by the Public Records Act.

21.7. Any dispute concerning costs incurred pursuant to this Consent Agreement is subject to the dispute resolution procedures established by DTSC pursuant to HSC section 25269.5(b). DTSC reserves its right to recover unpaid costs under applicable state and federal laws. Respondent reserves its right to challenge the reasonableness of the costs claimed by DTSC.

21.8. All payments shall be made, within 30 days of the receipt by Respondent of the billing statement, by check payable to the Department of Toxic Substances Control, and shall be sent

to:

Accounting Unit  
Department of Toxic Substances Control  
P. O. Box 806  
Sacramento, California 95812-0806

All checks shall reference the name of the Facility, the Respondent's name and address, the docket number of this Consent Agreement, the PCA Code: 35010, and the Site Code: 400702. Copies of all checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Coordinator.

#### MODIFICATION

22.1. This Consent Agreement may be modified by mutual agreement of the parties. Any agreed modifications shall be in writing, shall be signed by both parties, shall have as their effective date the date on which they are signed by DTSC, and shall be deemed incorporated into this Consent Agreement.

22.2. Any requests for revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed workplan revision. DTSC has no obligation to approve such requests, but if it does so, such approval will be in writing and signed by the Chief, State Regulatory Programs Division, Department of Toxic Substances Control, Northern California Region, or his or her designee. Any approved workplan modification shall be incorporated by reference into this Consent Agreement.

#### TERMINATION AND SATISFACTION

23. The provisions of this Consent Agreement shall be deemed satisfied upon the execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC will prepare the Acknowledgment for Respondent's signature. The Acknowledgment will specify that Respondent has demonstrated to the satisfaction of DTSC that the terms of this Consent Agreement including payment of DTSC's costs have been satisfactorily completed. The Acknowledgment will affirm Respondent's continuing obligation to preserve all records after the rest of the Consent Agreement is satisfactorily completed.

#### EFFECTIVE DATE

24. The effective date of this Consent Agreement shall be the date on which this Consent Agreement is signed by all the parties. Except as otherwise specified, "days" means calendar days.

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SIGNATORIES

25. Each undersigned representative certifies that he or she is fully authorized to enter into this Consent Agreement.

DATE: 12/21/98 \_\_\_\_\_

BY: D. A. Spanninga  
D. A. Spanninga  
Senior Vice President

DATE: 1/13/99 \_\_\_\_\_

BY: Lawrence S. Wong for  
Charles McLaughlin, Chief  
State Regulatory Programs Division  
Northern California Branch  
Dept. of Toxic Substances Control

This Corrective Action Consent Agreement posted on DTSC's website does not include all attachments from the original document. If you need copies of a specific document, please contact the DTSC project manager listed in the document.